

**EXHIBIT J**

ORIGINAL

1

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF MARYLAND  
3

4 XEROX CORPORATION :

5 Plaintiff :

6 Vs. :

CIVIL ACTION NO.

7 PHOENIX COLOR CORPORATION :

L 02CV 1734

8 and :

9 TECHNIGRAPHIX, INCORPORATED :

10 Defendants :

11  
12  
13  
14 Deposition of ROSALIA T. GIANOLA, taken  
15 on Tuesday, March 4, 2003, at 12:40 p.m., at the  
16 law offices of Piper Rudnick, LLP, 6225 Smith  
17 Avenue, Baltimore, Maryland, before Bonnie L.  
18 Russo, Notary Public.

19 -----  
20 Reported by:

21 Bonnie L. Russo

CRC-SALOMON  
Baltimore, Maryland  
Phone (410) 821-4888 Fax (410) 821-4889

1 the original was entered into. Not for sure  
2 without the agreement to look at. I don't know.

3 Q. Let me show you a rental contract  
4 here. And for purposes of identification we are  
5 still on customer number 098665581.

6 I am showing a rental contract  
7 concerning the equipment E3N061638 and  
8 H3T010421.

9 Can you identify the rental agreement  
10 at issue in this?

11 A. Rental agreement dated 11-7-97 between  
12 Technigraphix and Xerox Corporation signed by  
13 Jack Tiner monthly base \$1,960. No pick charges.

14 Q. What is the date on this agreement?

15 A. 11-7-97.

16 Q. Am I correct that you were suing Phoenix  
17 Color based upon this rental agreement?

18 A. Yes.

19 Q. Why?

20 A. Probably because there is outstanding  
21 invoices that relate to this rental agreement.

1 Q. But why are you suing Phoenix Color for  
2 this agreement when Technigraphix is clearly  
3 identified as the contracting party?

4 A. They bought the assets of Technigraphix.

5 Q. What makes you think they bought the  
6 assets of Technigraphix?

7 A. There is a stock purchase.

8 Q. Is that your sole basis for why you are  
9 suing Phoenix Color based upon this 1997  
10 agreement with Technigraphix?

11 MR. FRIEDMAN: Objection. Sole basis  
12 will be made known once we have had a chance to  
13 review the documents which you turned over today  
14 which we asked for a month ago.

15 MR. GAUMONT: Fair enough. She can  
16 testify as far as she knows in terms of factual  
17 basis. I am not asking for legal conclusions.  
18 If her basis is based upon what she thinks may be  
19 in the documents that we produced I would like  
20 her to say so.

21 THE WITNESS: Repeat your question

1 again.

2 BY MR. GAUMONT:

3 Q. My question is do you have any other  
4 basis for holding Phoenix Color liable based upon  
5 the 1997 contract between Xerox and  
6 Technigraphix?

7 A. There is probably outstanding invoices  
8 for the time period Phoenix Color -- we have  
9 rental invoices dated 12-31-01. Phoenix Color  
10 had possession of the rental equipment.

11 Q. So you are suing Phoenix Color because  
12 you think that it had possession of the rental  
13 equipment in 2001. That's one reason.

14 Are there any other reasons?

15 A. For the rental equipment?

16 Q. Uh-huh.

17 A. No.

18 Q. Let's go down to something on your  
19 interrogatory. I am still in the section  
20 098665581 dealing with number -- the second one  
21 from the bottom. It says -- if you could refer

1 to the interrogatory it says "rental, searching  
2 records for contract."

3 What does that response mean in your  
4 interrogatory response?

5 A. I wasn't able to retrieve a copy of that  
6 rental agreement.

7 Q. It means you don't have the contract for  
8 that rental, right?

9 A. Right.

10 Q. On what basis are you deciding that  
11 Phoenix Color owes you \$14,440.55 based upon  
12 that?

13 A. Again, outstanding invoices for the time  
14 period that Phoenix Color had the machines.

15 Q. So it's based upon invoices and not any  
16 contract that you have possession of; is that  
17 right?

18 A. It's based on the invoices on the  
19 statement.

20 Q. The next thing below that says, "FSMA."

21 What is that?

1 Q. Included as part of this package are  
2 terms and conditions. Term lease and terms and  
3 conditions dated October, 1997.

4 Why did you include that as part of  
5 your response to customer 955288964?

6 A. It's the terms and conditions that  
7 govern that agreement.

8 Q. Okay.

9 A. As referenced by the form 51860  
10 signifies the term lease agreement dated 10-97.

11 Q. So just to be clear you are referring to  
12 a lease agreement that is in the back of a  
13 package of documents as part of this folder  
14 called contract 955288964 write-off package AR  
15 text history and the last page there includes a  
16 lease agreement dated 9-7-99, and in the lower  
17 left corner typed it states form?

18 A. 51860.

19 Q. And a date of 10-97 that tells you in  
20 order to get the terms and conditions of this  
21 lease agreement you need to refer back to what

1 was in '97; is that right?

2 A. Yes. These are the terms and conditions  
3 for October, '97.

4 Q. Was it unusual for people to be  
5 executing less agreements in '99 for -- to be  
6 using forms that actually referenced terms and  
7 conditions in '97?

8 A. No. If there wasn't an update or a  
9 change to the terms and conditions it is very  
10 likely that they used that form.

11 Q. Do you know when the updates were in  
12 effect with respect to the various lease  
13 agreements?

14 A. There could have been an update but that  
15 would be irrelevant. This was the form that was  
16 utilized. We have to -- the terms and conditions  
17 would have to match the form.

18 Q. Could you identify the contracting party  
19 of this document?

20 A. Technigraphix, Incorporated, a wholly  
21 owned subsidiary of Phoenix Color and Xerox.



1 It's a term lease agreement for 60 months.  
2 Signed by Walt Marple on September 7 of '99.

3 Q. Do you know who Walt Marple is?

4 A. According to the XOA it just says  
5 operations.

6 Q. The only title under Walt Marple is  
7 operations; isn't that right?

8 A. Yes.

9 (Gianola Deposition Exhibit No. 12  
10 was marked for identification.)

11 BY MR. GAUMONT:

12 Q. Let me show you another folder. This is  
13 in response to Count II against Phoenix  
14 Color.

15 Do you know the distinction between  
16 Count I and Count II between Phoenix Color and  
17 Technigraphix?

18 MR. FRIEDMAN: Objection. You can  
19 answer.

20 THE WITNESS: Without looking at the  
21 complaints I believe Count I was against